

**CONTRACT #7**  
**RFS # 329.01-001**

**Department of Correction**

**VENDOR:**  
**Correctional Medical**  
**Services**



STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
4TH FLOOR RACHEL JACKSON BLDG.  
320 SIXTH AVENUE NORTH  
NASHVILLE, TENNESSEE 37243-0465

April 20, 2005

RECEIVED

APR 20 2005

FISCAL REVIEW

Leni S. Chick, Fiscal Analyst  
Tennessee General Assembly  
Fiscal Review Committee Staff  
8<sup>th</sup>. Floor, Rachel Jackson Building  
Nashville, Tennessee 37243-0057

Dear Ms. Chick:

The Department of Correction requests approval for a non-competitive amendment to the contract between the Department of Correction and Correctional Medical Services (CMS), FA-02-14548-07. This letter details information required pursuant to your memorandum of January 28, 2005.

This amendment would extend the contract for the final extension to cover the period of July 1, 2005 through December 31, 2005. This will allow time to revise and issue the RFP for Inmate Medical Services and have a new contract in place by January 1, 2006. The RFP was substantially complete and was expected to be issued on February 18, 2005 but was held up pending the passage of legislation that will allow the department to establish state positions to hire Community Service Agency (CSA) employees who are currently providing medical services at three institutions.

Since the current contract is set to expire on June 30, 2005 and we do not have time to secure a new contract, it is in the best interest of the State to extend this contract for the final six months.

Thank you for your consideration of this matter. If you have questions or need additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Posey".

Catherine Posey  
Assistant Commissioner, Administrative Services

# REQUEST: NON-COMPETITIVE AMENDMENT

**APPROVED**

**Commissioner of Finance & Administration**

**Date:**

Each of the request items below indicates specific information that must be individually detailed or addressed as required.  
A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT  
CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

<b>RFS #</b>	329.01-001		
<b>STATE AGENCY NAME :</b>	Department of Correction		
<b>SERVICE CAPTION :</b>	Inmate Medical Services		
<b>CONTRACT #</b>	FA-02-14548-00	<b>PROPOSED AMENDMENT #</b>	Eight
<b>CONTRACTOR :</b>	Correctional Medical Services		
<b>CONTRACT START DATE :</b>	July 1, 2001		
<b>CURRENT, LATEST POSSIBLE END DATE :</b> (including ALL options to extend)	June 30, 2005		
<b>CURRENT MAXIMUM LIABILITY :</b>	113,522,890		
<b>LATEST POSSIBLE END DATE WITH PROPOSED AMENDMENT :</b> (including ALL options to extend)	December 31, 2005		
<b>TOTAL MAXIMUM COST WITH PROPOSED AMENDMENT :</b> (including ALL options to extend)	\$132,138,890.00		
<b>APPROVAL CRITERIA :</b> (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service		
<b>ADDITIONAL REQUIRED REQUEST DETAILS BELOW</b> (address each item immediately following the requirement text)			
<b>(1) description of the proposed additional service and amendment effects :</b>			
This amendment would allow an extension of six (6) months to the term of the contract and increase the amount of the maximum liability to cover costs through an increased per diem.			
<b>(2) explanation of need for the proposed amendment :</b>			

The current contract expires June 30, 2005. The proposed amendment would extend the contract through December 31, 2005 and increase the State's maximum liability accordingly. The amendment is necessary to provide continuity of required medical services beyond June 30, 2005.

**(3) name and address of the proposed contractor's principal owner(s) :**  
(not required if proposed contractor is a state education institution)

CMS is a wholly owned subsidiary of Spectrum Health Services, 12647 Olive Blvd., St. Louis, Missouri 63141

**(4) documentation of OIR endorsement of the Non-Competitive procurement request :**  
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :**  
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

**(6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :**

Procuring the existing contract was a long and complex process. The department is not positioned to procure a replacement contract in the time available. The department does not intend to extend the contract beyond December 31, 2005. The formal competitive procurement process of these services is now in its final steps and commencement of the new contract will be not later than January 1, 2006.

**(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :**

The non-competitive amendment is justified because the department's current health services provider needs to continue to provide these services to ensure continuity of inmate healthcare. Furthermore, it would not be in the best interest of the State to transition to another provider for only six months, nor is the State in a position to take over health care services for inmates for this six month period.

**AGENCY HEAD REQUEST SIGNATURE:**

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)

**SIGNATURE DATE:**

**AMENDMENT EIGHT  
TO CONTRACT FA-02-14548-00  
BETWEEN THE  
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONAL MEDICAL SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section C.1 in its entirety and insert the following in its place:

C.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2001, and ending on December 31, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. Delete Section D.1 in its entirety and insert the following in its place:

D.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **ONE HUNDRED THIRTY TWO MILLION ONE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$132,138,890.000)**. The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Delete Section D.3 in its entirety and insert the following in its place:

D.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in a total amount not to exceed the Contract Maximum Liability established in Section D.1. The Contractor shall be compensated based upon the following Unit Rates:

<u>Period</u>	<u>Blended Rate Per Inmate Per Day</u>
July 1, 2001 - December 9, 2001	\$3.623
December 10, 2001 - December 31, 2001	\$3.657
January 1, 2002 - December 31, 2002	\$3.664
January 1, 2003 - May 31, 2003	\$3.782
June 1, 2003 - December 31, 2003	\$3.574
January 1, 2004 - December 31, 2004	\$3.681
January 1, 2005 - June 30, 2005	\$4.420
July 1, 2005 - December 31, 2005	\$4.690

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Payment shall be based on the State's daily (10:30 p.m.) count of inmate population. Each month, the State shall provide information to the Contractor regarding inmate population. The Contractor will use TDOC's information to prepare its monthly invoice to the State. Such invoices shall, at a minimum, include the inmate population data, the rate charged, and the total amount due the Contractor for the period invoiced.

The State shall reimburse the Contractor for certain vaccines, medications, and equipment in accordance with Sections A. 27.a., A.27.b and A.30 of this Contract. The Contractor shall submit documentation, in form and substance acceptable to the State, prior to any reimbursement.

Should this contract be terminated for convenience in accordance with Section E.3., the State shall reimburse the Contractor a prorated amount of the cost of obtaining the performance bond. Cost of the bond is \$\_\_\_\_\_.

4. Delete Section E.3 in its entirety and insert the following in its place:

E.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least **sixty (60) days** written notice before the effective termination date.

E.3.a. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.

E.3.b. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:  
CORRECTIONAL MEDICAL SERVICES, INC.:

---

Richard H. Miles, President

Date

DEPARTMENT OF CORRECTION:

---

Quenton I. White, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

---

M. D. Goetz, Jr., Commissioner

Date

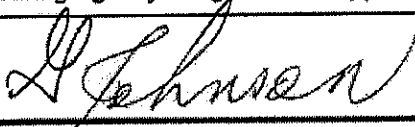
COMPTROLLER OF THE TREASURY:

---

John G. Morgan, Comptroller of the Treasury

Date

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b> 329.00-001		<b>Contract Number:</b> FA-02-14548-07	
<b>State Agency:</b> Department of Correction		<b>Division:</b> Admin.-Health Services	
<b>Contractor</b>		<b>Contractor Identification Number</b>	
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	431281312
<b>Service Description</b>			
Medical Services			
<b>Contract Begin Date</b>		<b>Contract End Date</b>	
7/1/01		06/30/05	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
329.01	44	084	11
		<input type="checkbox"/> on STARS	
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total Contract Amount</b> (including ALL amendments)
2002	26,183,556.00		26,183,556.00
2003	27,608,876.00		27,608,876.00
2004	28,961,729.00		28,961,729.00
2005	30,768,729.00		30,768,729.00
<b>Total:</b>			113,522,890.00
<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b> <input type="checkbox"/>	
<b>Name:</b> Garland Johnson		<b>Is the Contractor a VENDOR? (per OMB A-133)</b> <input checked="" type="checkbox"/>	
<b>Address:</b> 3 <sup>rd</sup> Floor, Rachel Jackson Bldg.		<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b> <input type="checkbox"/>	
<b>Phone:</b> 741-1000 ext. 3003		<b>Is the Contractor on STARS?</b> <input checked="" type="checkbox"/>	
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b> <input type="checkbox"/>	
		<b>Is the Contractors Form W-9 Filed with Accounts?</b> <input checked="" type="checkbox"/>	
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>			<b>Funding Certification</b>
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	12/31/03-04	06/30/05	
FY: 2002	26,183,556.00		
FY: 2003	27,608,876.00		
FY: 2004	28,961,729.00		
FY: 2005	14,798,729.00	15,970,000.00	
<b>Total:</b>	97,552,890.00	15,970,000.00	

FEB - 9 2005

DIRECTOR OF ACCOUNTS

RECEIVED  
 2005 JAN 28 PM 2:22  
 COMPTROLLER'S OFFICE  
 OFFICE OF  
 MANAGEMENT SERVICES

**AMENDMENT SEVEN  
TO CONTRACT FA-02-14548-00  
BETWEEN THE  
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONAL MEDICAL SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.17 in its entirety and insert the following in its place:

A.17. Hospitalization. The Contractor is responsible for the coordination, provision, and cost of inmate hospitalization. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds \$25,000.00, the State will assume the remaining costs of the single hospitalization exceeding \$25,000.00. Cost sharing shall be based on actual costs paid by the Contractor – not "charges." The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.

2. Delete Section A.17.d. in its entirety and renumber any subsequent sections as necessary.

3. Delete Sections A.18 through A.18.d in their entirety and insert the following in their place:

A.18. Health Services Transportation and Inmate Security. It is the goal of TDOC to provide most health service needs at the institution where the inmate is assigned and to minimize the cost and use of transportation officers and State vehicles. The TDOC will work with the Contractor as much as possible within security and program need provisions to locate inmates with health service needs at institutions that can readily provide most on-site services. The Contractor shall be responsible for the coordination, provision, and cost of all emergency and non-emergency medical and dental health services transportation that is not provided by the State's Central Transportation system in accordance with Policies 403.01 and 403.02. This includes all ground and air ambulance services. The Contractor shall abide by the TDOC security policies regarding transportation and ensure that officer escort is coordinated with the appropriate TDOC staff.


A.18.a. In the absence of an on-site medical professional to evaluate a given inmate's condition, the TDOC shift supervisor or officer in charge shall have the authority to transport the inmate to community medical resources. The Contractor shall be responsible for the cost of the transportation and the medical care provided consistent with the terms of this agreement.

A.18.b. When institutional officers are used to transport inmate for off-site services, the number of inmates that may be transported per trip will be at the discretion of the warden at each institution.

4. Delete Section A.19 in its entirety and renumber any subsequent sections as necessary.

5. Delete Section C.1 in its entirety and insert the following in its place:

# C O N T R A C T   S U M M A R Y   S H E E T

<b>RFS Number:</b> 329.00-001		<b>Contract Number:</b> FA-02-14548-06	
<b>State Agency:</b> Department of Correction		<b>Division:</b> Admin.-Health Services	
<b>Contractor</b>		<b>Contractor Identification Number</b>	
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V- 431281312 <input type="checkbox"/> C-	
<b>Service Description</b>			
Medical Services			
<b>Contract Begin Date</b>		<b>Contract End Date</b>	
7/1/01		12/31/04	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
329.01	44	084	11
		<input type="checkbox"/> on STARS	
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total Contract Amount (including ALL amendments)</b>
2002	26,183,556.00		
2003	27,608,876.00		
2004	28,961,729.00		28,961,729.00
2005	14,798,729.00		14,798,729.00
<b>Total:</b>	97,552,890.00		97,552,890.00
<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b> <input type="checkbox"/>	
<b>Name:</b> Catherine Posey		<b>Is the Contractor a VENDOR? (per OMB A-133)</b> <input checked="" type="checkbox"/>	
<b>Address:</b> 3 <sup>rd</sup> Floor, Rachel Jackson Bldg.		<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b> <input type="checkbox"/>	
<b>Phone:</b> 741-1000 ext. 3002		<b>Is the Contractor on STARS?</b> <input checked="" type="checkbox"/>	
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b> <input type="checkbox"/>	
 11/4/03		<b>Is the Contractors Form W-9 Filed with Accounts?</b> <input checked="" type="checkbox"/>	
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>		<b>Funding Certification</b>	
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	12/31/03	12/31/04	
<b>FY: 2002</b>	26,183,556.00		
<b>FY: 2003</b>	27,608,876.00		
<b>FY: 2004</b>	14,404,284.00	14,557,445.00	
<b>FY: 2005</b>		14,798,729.00	
<b>FY:</b>			
<b>Total:</b>	68,196,716.00	29,356,174.00	

PROCESSE

JAN - 7

DIRECTOR OF ACCOUNTS

RECEIVED  
 DEC 19 2003  
 MANAGEMENT SERVICES

**AMENDMENT SIX  
TO CONTRACT FA-02-14548-00  
BETWEEN THE  
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONAL MEDICAL SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

Insert the following as Section A.19 and renumber any subsequent sections as necessary:

- A.19. Effective January 1, 2004, charges to the Contractor for off-site security (Section A.17.d) and inmate transportation (Sections A.18.a and A.18.b) shall not exceed twenty-eight thousand nine hundred dollars (\$28,900.00) per month.

Delete Section C.1 in its entirety and insert the following in its place:

- C.1 Contract Term. This Contract shall be effective for the period commencing on July 1, 2001, and ending on December 31, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

3. Delete Section C.2 in its entirety and insert the following in its place:

- C.2. Term Extension. The State reserves the right to extend this Contract for one additional one-year period, provided that the State notifies the Contractor in writing of its intention to do so at least one hundred twenty (120) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

4. Delete Section D.1 in its entirety and insert the following in its place:

- D.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ninety-seven million five hundred fifty-two thousand eight hundred ninety dollars (\$97,552,890). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the

State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

5. Add the following as Section D.4 and renumber any subsequent sections as necessary:

D.4. Beginning January 15, 2004, the Contractor shall be compensated on a semi-monthly basis. The Contractor shall submit semi-monthly invoices for per-diem charges as of the 15<sup>th</sup> day and the last day of each month, based upon inmate population data provided by the State. Monthly adjustments for reimbursements and deductions authorized herein, shall be applied to the following month's mid-month payment.

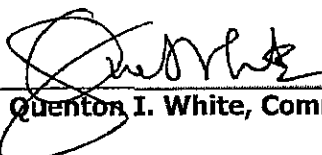
The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

CORRECTIONAL MEDICAL SERVICES:

 11/04/03  
Richard H. Miles, President Date

DEPARTMENT OF CORRECTION:

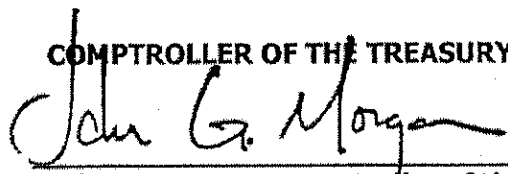
 11/13/03  
Quenton I. White, Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 DEC 19  
M. D. Goetz, Jr., Commissioner Date

COMPTROLLER OF THE TREASURY:

 12-22-03  
John G. Morgan, Comptroller of the Treasury Date

# CONTRACT SUMMARY SHEET

RFS Number: 329.00-001		Contract Number: FA-02-14548-05	
State Agency: Department of Correction		Division: Admin. — Health Services	
Contractor		Contractor Identification Number	
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V- 431281312 <input type="checkbox"/> C-	
Service Description			
Medical Services			
Contract Begin Date		Contract End Date	
7/1/01		12/31/03	
Allotment Code	Cost Center	Object Code	Fund
	44	084	11
		<input type="checkbox"/> on STARS	
FY	State Funds	Federal Funds	Interdepartmental Funds
2002	26,183,556.00		
2003	27,608,876.00		
2004	14,404,284.00		
Total:		68,196,716.00	
CFDA #		Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	
Name: Catherine Posey		<input type="checkbox"/>	
Address: 3 <sup>rd</sup> Floor, Rachel Jackson Bldg.		Is the Contractor a VENDOR? (per OMB A-133)	
Phone: 741-1000 ext. 3002		<input checked="" type="checkbox"/>	
Procuring Agency Budget Officer Approval Signature		Is the Fiscal Year Funding STRICTLY LIMITED?	
<i>C Posey</i> 8/9/03		<input type="checkbox"/>	
		Is the Contractor on STARS?	
		<input checked="" type="checkbox"/>	
		Is the Contractor's FORM W-9 ATTACHED?	
		<input type="checkbox"/>	
		Is the Contractors Form W-9 Filed with Accounts?	
		<input checked="" type="checkbox"/>	
COMPLETE FOR ALL AMENDMENTS (only)		Funding Certification	
	Base Contract & Prior Amendments	This Amendment ONLY	
END DATE →	12/31/03	12/31/03	
FY: 2002	26,183,556.00		
FY: 2003	27,016,555.00	592,321.00	
FY: 2004	13,891,507.00	512,777.00	
FY:			
FY:			
Total:	67,091,618.00	1,105,098.00	

Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

APR - 8 2003

DIRECTOR OF ACCOUNTS

**AMENDMENT FIVE  
TO CONTRACT FA-02-14548-00  
BETWEEN THE  
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONAL MEDICAL SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.17.e in its entirety and insert the following in its place:

A.17.e. Privately Managed Facilities. The Contractor shall assume responsibility for the coordination, provision, and cost of inpatient hospitalization of inmates housed at three (3) privately managed facilities after the cost of a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds \$4,000.00, subject to the stop-loss provision outlined in Section A.17. The privately managed facilities are South Central Correctional Facility, Hardeman County Correctional Facility, and Whiteville Correctional Facility.

2. Delete Section D.1 in its entirety and insert the following in its place:

D.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed sixty-eight million one hundred ninety-six thousand seven hundred sixteen dollars (\$68,196,716.00). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Delete Section D.3 in its entirety and insert the following in its place:

D.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in a total amount not to exceed the Contract Maximum Liability established in Section D.1. The Contractor shall be compensated based upon the following Unit Rates:

<u>Period</u>	<u>Blended Rate Per Inmate Per Day</u>
July 1, 2001 - December 9, 2001	\$3.623
December 10, 2001 - December 31, 2001	\$3.657
January 1, 2002 - December 31, 2002	\$3.664
January 1, 2003 - May 31, 2003	\$3.782
June 1, 2003 - December 31, 2003	\$3.574
January 1, 2004 - December 31, 2004	\$3.681*
January 1, 2005 - December 31, 2005	\$3.808*

\* = Contingent upon contract extension by amendment

Beginning October 16, 2002 and continuing through May 31, 2003, the State will be moving inmates into the Whiteville Correctional Facility. During this transition period only, the inmate population of Whiteville Correctional Facility shall be counted separately and shall not be included in the system-wide count for compensation at the Blended Rate Per Inmate Per Day. Compensation to the Contractor for services provided to inmates confined to the Whiteville Correctional Facility during this period shall be as follows:

<u>Period</u>	<u>Whiteville Per Inmate Per Day</u>
October 16, 2002 - December 31, 2002	\$0.6579
January 1, 2003 - May 31, 2003	\$0.6819


The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Payment shall be based on the State's daily (10:30 p.m.) count of inmate population. Each month, the State shall provide information to the Contractor regarding inmate population. The Contractor will use TDOC's information to prepare its monthly invoice to the State. Such invoices shall, at a minimum, include the inmate population data, the rate charged, and the total amount due the Contractor for the period invoiced.

The State shall reimburse the Contractor for certain vaccines, medications, and equipment in accordance with Sections A. 27.a., A.27.b and A.30 of this Contract. The Contractor shall submit documentation, in form and substance acceptable to the State, prior to any reimbursement.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

**CORRECTIONAL MEDICAL SERVICES:**

  
Richard H. Miles, President

2-21-03  
Date

*Handwritten initials: JHM, MB*


**DEPARTMENT OF CORRECTION:**

  
Quenton I. White, Commissioner

Date

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

  
M. D. Goetz, Jr., Commissioner

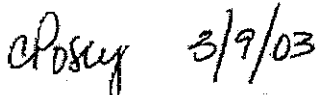
MAR 26 2003  
Date

**COMPTROLLER OF THE TREASURY:**

  
John G. Morgan, Comptroller of the Treasury

4/2/03

# C O N T R A C T   S U M M A R Y   S H E E T

<b>RFS Number:</b> 329.00-001		<b>Contract Number:</b> FA-02-14548-04	
<b>State Agency:</b> Correction		<b>Division:</b> Administration — Health Services	
<b>Contractor</b>		<b>Contractor Identification Number</b>	
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V- 431281312 <input type="checkbox"/> C-	
<b>Service Description</b>			
Medical Services			
<b>Contract Begin Date</b>		<b>Contract End Date</b>	
7/1/01			
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
329.01	44	084	11
		<input type="checkbox"/> on STARS	
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total Contract Amount (including ALL amendments)</b>
2002	26,183,556.00		26,183,556.00
2003	27,016,555.00		27,016,555.00
2004	13,891,507.00		13,891,507.00
<b>Total:</b>	67,091,618.00		67,091,618.00
<b>CFDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>	
<b>Name:</b> Catherine Posey		<b>Is the Contractor a VENDOR? (per OMB A-133)</b> X	
<b>Address:</b> 3rd Fl., Rachel Jackson Bldg.		<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>	
<b>Phone:</b> 741-1000 ext. 3002		<b>Is the Contractor on STARS?</b> X	
<b>Procuring Agency Budget Officer Approval Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>	
 3/9/03		<b>Is the Contractors Form W-9 Filed with Accounts?</b> X	
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>		<b>Funding Certification</b>	
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	12/31/2003		
<b>FY: 2002</b>	26,183,556.00		
<b>FY: 2003</b>	27,016,555.00		
<b>FY: 2004</b>	13,891,507.00		
<b>FY:</b>			
<b>FY:</b>			
<b>Total:</b>	67,091,618.00		

**PROCESSED**

APR - 8 2003

DIRECTOR OF ACCOUNTS

**AMENDMENT FOUR  
TO CONTRACT FA-02-14548-00**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section A.30 in its entirety and insert the following in its place:  
  
A.30. Capital Equipment. A single piece of equipment that costs \$1000 or more is considered capital equipment. If the Contractor deems a need for a capital equipment purchase, the Contractor will send a written request and justification to the TDOC Central Office, Health Services Section. Upon approval, in writing, by the State, the Contractor shall purchase the equipment, and the State shall reimburse the Contractor. The State shall retain ownership of all capital equipment purchased in accordance with this section.
  
2. Add the following as Section B.8 and renumber any subsequent sections as necessary:  
  
B.8. Equipment Maintenance. The Contractor shall be responsible for preventive maintenance, servicing, and repair of all State-owned equipment used in health services at the facilities listed in Sections A.1.a through A.1.d.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF:**

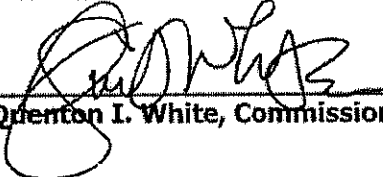
**CORRECTIONAL MEDICAL SERVICES:**

  
\_\_\_\_\_  
Richard H. Miles, President

2-21-03  
\_\_\_\_\_  
Date

  
JH  
MCM  
2/21/03

**DEPARTMENT OF CORRECTION:**

  
\_\_\_\_\_  
Quentin I. White, Commissioner

\_\_\_\_\_  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. IPW  
M. D. Goetz, Jr., Commissioner

MAR 26 ---

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan  
John G. Morgan, Comptroller of the Treasury

4/2/03  
Date

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b> 329.00-001		<b>Contract Number:</b> FA-02-14548-03	
<b>State Agency:</b> Department of Correction		<b>Division:</b> Administration — Health Services	
<b>Contractor</b>		<b>Contractor Identification Number</b>	
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V- 431281312 <input type="checkbox"/> C-	
<b>Service Description</b>			
Medical Services			
<b>Contract Begin Date</b>		<b>Contract End Date</b>	
7/1/01		12/31/02	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
329.01	44	084	11
		<input type="checkbox"/> on STARS	
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Total Contract Amount (including ALL amendments)</b>
2002	26,183,556.00		26,183,556.00
2003	27,016,555.00		27,016,555.00
2004	13,891,507.00		13,891,507.00
<b>Total:</b>	67,091,618.00		67,091,618.00
<b>CEDA #</b>		<b>Check the box ONLY if the answer is YES:</b>	
<b>State Fiscal Contact</b>		Is the Contractor a SUBRECIPIENT? (per OMB A-133) <input type="checkbox"/>	
<b>Name:</b> Catherine Posey		Is the Contractor a VENDOR? (per OMB A-133) <input checked="" type="checkbox"/>	
<b>Address:</b> 3 <sup>rd</sup> Floor, Rachel Jackson Bldg.		Is the Fiscal Year Funding STRICTLY LIMITED? <input type="checkbox"/>	
<b>Phone:</b> 741-1000 ext. 3010		Is the Contractor on STARS? <input checked="" type="checkbox"/>	
<b>Procuring Agency Budget Officer Approval Signature</b>		Is the Contractor's FORM W-9 ATTACHED? <input type="checkbox"/>	
<i>C. Posey</i> 7/31/02		Is the Contractors Form W-9 Filed with Accounts? <input checked="" type="checkbox"/>	
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>			<b>Funding Certification</b>
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>	Pursuant to T.O.A., Section 5-6-113, J. C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
<b>END DATE →</b>	12/31/03	12/31/03	
<b>FY: 2002</b>	26,183,556.00		
<b>FY: 2003</b>	27,016,555.00		
<b>FY: 2004</b>	13,891,507.00		
<b>FY:</b>			
<b>FY:</b>			
<b>Total:</b>	67,091,618.00		

RECEIVED

AUG 2 2002

MANAGEMENT SERVICES

AUG 19 2002

DIRECTOR OF ACCOUNTS

**AMENDMENT THREE  
TO CONTRACT FA-02-14548-00**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:


1. Delete Section A.27.1. in its entirety and insert the following in its place:

A.27.1. The Contractor shall provide a pharmacist that shall conduct monthly inspections at DSNF and quarterly inspections at each of the other institutions included in this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**CORRECTIONAL MEDICAL SERVICES, INC.:**

  
Richard H. Miles, President July 16, 2002  
Date

**DEPARTMENT OF CORRECTION:**

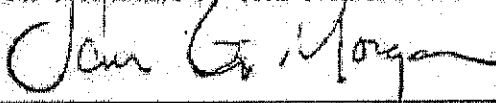
  
Donal Campbell, Commissioner 7/19/02  
Date

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

  
C. Warren Neel, Ph.D., Commissioner AUG 01 2002  
Date

**COMPTROLLER OF THE TREASURY:**

  
John G. Morgan, Comptroller of the Treasury 8/6/02  
Date

# CONTRACT SUMMARY SHEET

<b>RFS Number:</b>	329.00-001			<b>Contract Number:</b>	FA-02-14548-02		
<b>State Agency:</b>	Department of Correction			<b>Division:</b>	Administration — Health Services		
<b>Contractor</b>				<b>Contractor Identification Number</b>			
Correctional Medical Services, Inc.				<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	431281312		
<b>Service Description</b>							
Medical Services							
<b>Contract Begin Date</b>				<b>Contract End Date</b>			
7/1/01				12/31/03			
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>	
329.01	44	084	11	<input type="checkbox"/> on STARS			
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Interdepartmental Funds</b>	<b>Other Funding</b>	<b>Total Contract Amount (including ALL amendments)</b>		
2002	26,183,556.00				26,183,556.00		
2003	27,016,555.00				27,016,555.00		
2004	13,891,507.00				13,891,507.00		
<b>Total:</b>	67,091,618.00				67,091,618.00		
<b>CFDA #</b>				<b>Check the box ONLY if the answer is YES:</b>			
<b>State Fiscal Contact</b>				<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>			
				<input type="checkbox"/>			
<b>Name:</b> Catherine Posey				<b>Is the Contractor a VENDOR? (per OMB A-133)</b>			
<b>Address:</b> 3 <sup>rd</sup> Floor, Rachel Jackson Bldg.				<input checked="" type="checkbox"/>			
<b>Phone:</b> 741-1000 ext. 3010				<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>			
				<input type="checkbox"/>			
<b>Procuring Agency Budget Officer Approval Signature</b>				<b>Is the Contractor on STARS?</b>			
				<input checked="" type="checkbox"/>			
C. Posey / Lmw. 3/13/02				<b>Is the Contractor's FORM W-9 ATTACHED?</b>			
				<input type="checkbox"/>			
				<b>Is the Contractors Form W-9 Filed with Accounts?</b>			
<input type="checkbox"/>							
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>				<b>Funding Certification</b>			
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>		Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
<b>END DATE →</b>	12/31/03	12/31/03					
<b>FY: 2002</b>	26,061,171.00	122,385.00					
<b>FY: 2003</b>	26,790,811.00	225,744.00					
<b>FY: 2004</b>	13,798,635.00	92,871.00					
<b>FY:</b>							
<b>FY:</b>							
<b>Total:</b>	66,650,618.00	441,000.00					

APR 1 2002

OFF ACCOUNTS

RECEIVED  
2002 MAR 23 PM 2:00  
COMMUNICATIONS OFFICE  
OFFICE OF  
MANAGEMENT SERVICES

**AMENDMENT TWO  
TO CONTRACT FA-02-14548-00  
BETWEEN THE  
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONAL MEDICAL SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section B.1.h and renumber any subsequent sections as necessary:

B.1.h. Psychiatric Unit. Beginning December 10, 2001, the contractor shall provide twenty-four hour per day, seven day per week licensed practical nurse (LPN) coverage for the thirty-two (32) bed inpatient psychiatric unit at Tennessee Prison for Women.

2. Delete Section D.1 in its entirety and insert the following in its place:

D.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed sixty-seven million ninety-one thousand six hundred eighteen dollars (\$67,091,618.00). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

3. Delete Section D.3 in its entirety and insert the following in its place:

D.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in a total amount not to exceed the Contract Maximum Liability established in Section D.1. The Contractor shall be compensated based upon the following Unit Rates:

<u>Period</u>	<u>Blended Rate Per Inmate Per Day</u>
July 1, 2001 - December 9, 2001	\$3.623
December 10, 2001 - December 31, 2001	\$3.657

January 1, 2002 - December 31, 2002	\$3.664
January 1, 2003 - December 31, 2003	\$3.782
January 1, 2004 - December 31, 2004	\$3.923*
January 1, 2005 - December 31, 2005	\$4.059*

\* = Contingent upon contract extension by amendment

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Payment shall be based on the State's daily (10:30 p.m.) count of inmate population. Each month, the State shall provide information to the Contractor regarding inmate population. The Contractor will use TDOC's information to prepare its monthly invoice to the State. Such invoices shall, at a minimum, include the inmate population data, the rate charged, and the total amount due the Contractor for the period invoiced.

The State shall reimburse the Contractor for certain vaccines, medications, and equipment in accordance with Sections A. 27.a., A.27.b and A.30 of this Contract. The Contractor shall submit documentation, in form and substance acceptable to the State, prior to any reimbursement.

4. Delete the "Staffing Plan Format" for Tennessee Prison for Women from the Contractor's Proposal and replace it with the attached "Staffing Plan Format (Amended 12/10/01)" for Tennessee Prison for Women.
5. Delete the "Staffing Plan Format" for Lois M. Deberry Special Needs Facility from the Contractor's Proposal and replace it with the attached "Staffing Plan Format" for Lois M. Deberry Special Needs Facility.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

CORRECTIONAL MEDICAL SERVICES:

Richard H. Miles  
Richard H. Miles, President

Date

4/5  
JHM  
MMH

DEPARTMENT OF CORRECTION:

Donal Campbell, PhD  
Donal Campbell, Commissioner

3-14-02  
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel, PhD  
C. Warren Neel, PhD, Commissioner

3/28/02  
Date

COMPTROLLER OF THE TREASURY:

John G. Morgan  
John G. Morgan, Comptroller of the Treasury

4.2.02  
Date

# ATTACHMENT 9.13

## STAFFING PLAN FORMAT (Amended 12/10/01)

RFP No. 329.00-001

### 2. Tennessee Prison for Women (TPW)

Proposer must include all necessary FTE's to provide on-site nursing care, primary care physician services (including PA-C/FNP), OB/Gyn, dentistry, clerical/medical records support, and ancillary health professionals and at least 24 hour, seven day per week RN coverage.

POSITION	FTE	HOURS PER WEEK
<b>Days</b>		
Medical Director	0.50	20
OB/GYN	0.30	12
Dentist	0.50	20
Health Services Administrator	1.00	40
Director of Nursing	1.00	40
Physicians Asst. / Nurse Practitioner	1.00	40
Secretary	1.00	40
Appt. Clerk / Med. Asst.	1.00	40
Medical Records Clerk	1.00	40
Dental Assistant	0.50	20
RN Charge	1.00	40
RN	1.00	40
LPN	4.40	176
Optometrist **		
<b>Evenings</b>		
RN	2.00	80
LPN	3.40	136
<b>Nights</b>		
RN	1.40	56
LPN	2.80	112
<b>TOTAL</b>	<b>23.80</b>	<b>952</b>

FTE means full-time equivalent working 40 hours per week. Adequate relief time has been built into our staffing plan to ensure coverage during sick days, holidays and vacations.

Monthly as needed

**ATTACHMENT 9.13**

**STAFFING PLAN FORMAT**

**RFP No. 329.00-001**

**12. Lois M. DeBerry Special Needs Facility (DSNF)**


Proposer must include all necessary FTE's to provide on-site primary care (not specialty care) physician services and dental services at DSNF.

POSITION	FTE	HOURS PER WEEK
Medical Director	1.00	40
Primary Care Physician	2.00	80
Dentist	1.00	40
Clinic RN	1.00	40
Dental Hygienist	1.00	40
Optometrist **		
<b>TOTAL</b>	<b>6.00</b>	<b>240</b>

FTE means full-time equivalent working 40 hours per week. Adequate relief time has been built into our staffing plan to ensure coverage during sick days, holidays and vacations.

Monthly as needed

# **CONTRACT SUMMARY SHEET**

<b>RFS Number:</b>	329.00-001			<b>Contract Number:</b>	FA-02-14548-01		
<b>State Agency:</b>	Correction			<b>Division:</b>	Health Services		
<b>Contractor</b>				<b>Contractor Identification Number</b>			
Correctional Medical Services, Inc.				<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	431281312		
<b>Service Description</b>							
Medical Services							
<b>Contract Begin Date</b>				<b>Contract End Date</b>			
7/1/01				12/31/03			
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>	
329.00	34 44	084	11	<input type="checkbox"/> on STARS			
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Interdepartmental Funds</b>	<b>Other Funding</b>	<b>Total Contract Amount (including ALL amendments)</b>		
2002	26,061,171.00				26,061,171.00		
2003	26,790,811.00				26,790,811.00		
2004	13,798,635.00				13,798,635.00		
<b>Total:</b>	66,650,618.00				66,650,618.00		
<b>CFDA #</b>				<b>Check the box ONLY if the answer is YES:</b>			
<b>State Fiscal Contact</b>				<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>			
<b>Name:</b>	Catherine Posey			<b>Is the Contractor a VENDOR? (per OMB A-133)</b>			
<b>Address:</b>	3rd Fl., Rachel Jackson Bldg.			<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>			
<b>Phone:</b>	741-1000 ext. 3002			<b>Is the Contractor on STARS?</b>			
<b>Procuring Agency Budget Officer Approval Signature</b>				<b>Is the Contractor's FORM W-9 ATTACHED?</b>			
 2/14/02				<b>Is the Contractors Form W-9 Filed with Accounts?</b>			
				X			
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>				<b>Funding Certification</b>			
	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>		Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
<b>END DATE →</b>	12/31/2003						
<b>FY: 2002</b>	26,061,171.00						
<b>FY: 2003</b>	26,790,811.00						
<b>FY: 2004</b>	13,798,635.00						
<b>FY:</b>							
<b>FY:</b>				<b>OCR RELEASED</b> MAR 18 2002 <b>TO ACCOUNTS</b>			
<b>Total:</b>	66,650,618.00						

**MAR 25 2002**

**TOR OF ACCOUNTS**

**AMENDMENT ONE  
TO CONTRACT FA-02-14548-00**

**BETWEEN THE  
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
CORRECTIONAL MEDICAL SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section F.25 and renumber any subsequent sections as necessary:

F.25. Employing or subcontracting with non-managerial health professionals and clerical workers that are State employees shall not constitute a violation of the "Conflicts of Interest" provision (Section E.6) hereof by the Contractor. A State employee shall not perform work under this Contract at the same institution at which he or she is employed by the State. A State employee shall only be allowed to work for the Contractor on days they are not scheduled to work at their State job. Such employment shall comply with TDOC Policy #302.14, "Additional Employment."

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**CORRECTIONAL MEDICAL SERVICES:**



Richard H. Miles, President

TJA  
MCM

Date

**DEPARTMENT OF CORRECTION:**



Donal Campbell, Commissioner

Date

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

C. Warren Neel  
C. Warren Neel, PhD, Commissioner

3/13/02  
Date

**COMPTROLLER OF THE TREASURY:**

John G. Morgan  
John G. Morgan, Comptroller of the Treasury

3/15/02  
Date

# CONTRACT SUMMARY SHEET

Contract Number <b>FA02-14548-00</b>	State Agency	Department of Correction
RFS Number <b>329.00-001</b>	Division	Administration — Health Services
Contractor		Vendor ID Number
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V — <input type="checkbox"/> C —
		431281312

**Service Description**

Medical Services

Contract Begin Date	Contract End Date
07/01/01	12/31/03

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
329.00	31	084	11	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2002	\$26,061,171.00				\$26,061,171.00
2003	26,790,811.00				26,790,811.00
2004	13,798,635.00				13,798,635.00
<b>Total</b>	<b>\$66,650,618.00</b>				<b>\$66,650,618.00</b>

<input type="checkbox"/> Fiscal Year Funding Is Strictly Limited  <input checked="" type="checkbox"/> Contractor is on STARS  <input checked="" type="checkbox"/> Current Form W-9 On File With Accounts OR <input type="checkbox"/> Form W-9 Attached  <input checked="" type="checkbox"/> Service Provider Registered with F&A  <input type="checkbox"/> Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)	CFDA Number _____  <b>State Fiscal Contact</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name</td> <td>Catherine Posey</td> </tr> <tr> <td>Address</td> <td>3rd Floor, Rachel Jackson Building</td> </tr> <tr> <td>Phone</td> <td>741-1000 ext. 3002</td> </tr> </table> Procuring Agency Budget Officer Approval Signature  <div style="text-align: center;"> </div>	Name	Catherine Posey	Address	3rd Floor, Rachel Jackson Building	Phone	741-1000 ext. 3002
Name	Catherine Posey						
Address	3rd Floor, Rachel Jackson Building						
Phone	741-1000 ext. 3002						

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
Contract End Date		
FY		
FY		
FY		
FY		
FY		
<b>Total</b>		

**Funding Certification**

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

OR OF ACCOUNTS

OCR Use Only

**RECEIVED**  
 JUN 08 2001

**MANAGEMENT SERVICES**

# CONTRACT SUMMARY SHEET

Contract Number	FA 02-14548-00	State Agency	Department of Correction
RFS Number	329.00-001		Administration Health Services
Contractor		Vendor ID Number	
Correctional Medical Services, Inc.		<input checked="" type="checkbox"/> V <input type="checkbox"/> C	431281312

## Service Description

Medical Services

Contract Begin Date	Contract End Date
07/01/01	12/31/03

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
329.00-01	3144	084	11	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2002	\$26,061,171.00				\$26,061,171.00
2003	26,790,811.00				26,790,811.00
2004	13,798,635.00				13,798,635.00
<b>Total</b>	<b>\$66,650,618.00</b>				<b>\$66,650,618.00</b>

<input type="checkbox"/> Fiscal Year Funding Is Strictly Limited  <input checked="" type="checkbox"/> Contractor is on STARS  <input checked="" type="checkbox"/> Current Form W-9 On File With Accounts OR <input type="checkbox"/> Form W-9 Attached  <input checked="" type="checkbox"/> Service Provider Registered with F&A  <input type="checkbox"/> Contractor is a SUBRECIPIENT (as defined by OMB Circular A-133)	CFDA Number  State Fiscal Contact  Name: Catherine Posey Address: 3rd Floor, Rachel Jackson Building Phone: 741-1000 ext. 3002  Procuring Agency Budget Officer Approval Signature  
---	--

COMPLETE FOR ALL AMENDMENTS (only)		
	Base Contract & Prior Amendments	This Amendment ONLY
Contract End Date		
FY	PROJ	
FY		
FY	JUL - 6	
FY		
FY		
<b>Total</b>	DIRECTOR OF ACCOUNTS	

**Funding Certification**

Pursuant to T.C.A., Section 9-6-113, I, C. Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

OCR Use Only

OCR RELEASED  
 JUN 13 2001  
 TO ACCOUNTS

RECEIVED  
 JUN 08 2001

MANAGEMENT SERVICES